



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Renewal of Revised Maintenance of State Highway 12 Agreement with the State of California Department of Transportation (Caltrans) for Fiscal Year 2007/08 (\$11,408) and Authorizing City Manager to Execute Subsequent Agreements

**MEETING DATE:** September 19, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution approving renewal of the attached revised maintenance of State Highway 12 agreement with the State of California Department of Transportation (Caltrans) for Fiscal Year 2007/08 in the amount of \$11,408 and authorizing the City Manager to execute subsequent agreements.

**BACKGROUND INFORMATION:** On June 20, 2007, Council approved the renewal of the existing maintenance of State Highway 12 agreement with the State of California Department of Transportation (Caltrans) for fiscal year 2006/07. The Council-approved renewal agreement packet was forwarded to Caltrans for signature.

Additional changes were proposed by Caltrans at that time in the area of mutual hold harmless language. Staff had no objections to the changes proposed by their legal team. As the rates originally proposed in the agreement are now 20 months old, staff has adjusted the agreement rates to reflect current costs to provide sweeping service on State Highway 12.

Since 1987, the City of Lodi has performed specific maintenance activity for Caltrans on Highway 12, the Highway 99 Turner Road off-ramp, and the Cherokee Lane ramps. The service includes removal of litter and debris from the roadway surfaces and roadsides by sweeping. Under the new agreement, the service would be performed twice a month on State Route 12 within the City limits – Kettleman Lane from Westgate Drive to Cherokee Lane, and Victor Road from Cherokee Lane to the east City limits. At Caltrans' request, the level of sweeping is being reduced from weekly to bi-weekly, and we have eliminated the Maintenance Worker and vehicle support to the street sweeper. The landscape median is not part of this agreement. The new agreement has also been amended to eliminate sweeping the Highway 99 Turner Road off-ramp and the Cherokee Lane ramps. In addition to the reduction of service at Caltrans' request, the agreement is adjusted to reflect current City costs for the service. Caltrans is billed quarterly and this service will generate annual revenue of \$11,408, compared to \$9,765 under the old contract for a higher level of service. The initial agreement with Caltrans became effective in July 1987.

To reduce administrative time and costs, staff is requesting that the City Manager be authorized to execute subsequent maintenance agreements with Caltrans for this work.

**FISCAL IMPACT:** If the agreement renewal is rejected, the City will lose \$11,408 in revenue. There is also the concern that the appearance of Highway 12 running through the City will go the way of many other State highways that are swept by Caltrans twice per year rather than twice per month. The City could perform this work or provide a higher level of support at its own cost, but this is not recommended, given budget constraints.

**FUNDING AVAILABLE:** Funds to support staff and equipment for this contract are provided in the 2007/08 Operating budget.

\_\_\_\_\_  
Kirk Evans, Budget Manager

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by George M. Bradley, Streets and Drainage Manager  
RCP/GMB/dsg  
Attachment  
cc: Curt Juran, Assistant Streets and Drainage Manager

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

**AGREEMENT FOR MAINTENANCE OF STATE HIGHWAY  
IN THE CITY OF LODI**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_ 2007, by and between the State of California, acting by and through its Department of Transportation, hereinafter referred to as "STATE," and the City of Lodi, hereinafter referred to as "AGENCY".

**Recitals**

- A. STATE desires that AGENCY perform only those maintenance functions described in Exhibit A on the State Highways within AGENCY'S jurisdictional limits as authorized in sections 27 and 130 of the Streets and Highways Code.
- B. AGENCY desires to provide these described maintenance functions in accordance with the terms of this Agreement. Now, therefore, these parties agree as follows:

**AGREEMENT**

- I. This Agreement shall supersede any previous agreement and amendments thereto for the specified maintenance regarding the identified portions of the affected State Highway within the jurisdictional limits of AGENCY.
- II. AGENCY will perform delegated maintenance work described in attached Exhibit A which may be subsequently modified with the written consent of the parties hereto, acting by and through their authorized representatives.
- III. Maintenance work shall be performed, in accordance with the provisions of section 27 of the Streets and Highways Code and the current edition of the State Maintenance Manual (a copy of which has been provided to AGENCY), or as may be prescribed, from time to time by the District Director. "District Director," as used herein, means the District Director of the Department of Transportation assigned to the territory in which AGENCY'S jurisdiction is located, or his/her authorized representative.
- IV. STATE will not reimburse AGENCY for any work not authorized or for any work in excess of the authorized dollar limits stated in Exhibit A.
- V. A. STATE will reimburse AGENCY for the actual direct cost of all routine maintenance work performed by AGENCY as designated under Exhibit A to this Agreement. It is agreed that, during any fiscal year, the maximum expenditure for any described route shall not exceed the amount as shown for that route in Exhibit A to this Agreement unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided.

- B. With STATE's prior written approval, the expenditures for routine maintenance work may be increased, decreased, or redistributed between the different highway routes identified in said Exhibit A. In addition, AGENCY expenditures for specific projects not named in Exhibit A may be authorized in writing by the District Director or his/her authorized representative provided AGENCY agrees and Exhibit A is revised accordingly. The exception to this will be emergency situations in which prior approval cannot reasonably be obtained until after the Emergency Declaration is issued.
  - C. Except as provided in Paragraph 5.A, additional expenditures, or adjustments thereto, shall only be authorized during the fiscal year designated therein and shall not be deemed to permanently modify or change the future maximum fiscal year expenditures per route as hereinafter specified. Any adjustment to these maximum expenditures, either an increase or decrease, shall not affect other terms of the Agreement.
- VI.
- A. AGENCY will submit bills only for services actually rendered on a monthly, quarterly, semiannually, or annual basis. Bills for less than \$500 shall not be submitted more than once each quarter. Bills must be submitted promptly [within sixty (60) days] following the close of STATE's fiscal year each June 30<sup>th</sup> and should be coded according to the Caltrans HM Program Code as outlined in this Agreement. Bills submitted after August 30<sup>th</sup> of any year for periods of work performed in prior fiscal years will not be paid by STATE.
  - B. Authorized maintenance service direct costs shall include related salary overhead costs only when actually incurred by AGENCY when performing this authorized work.
- VII. This Agreement shall not create rights, duties or obligations in third parties who are not a party to this Agreement. This Agreement shall not impose any standard of care respecting the maintenance of State Highways different from the standard of care imposed by law.

- VIII. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AGENCY under or in connection with any work, authority or jurisdiction conferred upon AGENCY and arising under this Agreement. It is understood and agreed that AGENCY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by AGENCY under this Agreement.
- IX. Neither AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless AGENCY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- X. ALL STATE reimbursement expenditures are conditioned upon the passage of the annual State of California Budget by the Legislature and the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of State. AGENCY may terminate service in the event reimbursements and/or expenditures are not paid due to the failure of the Legislature to so act.
- XI. This Agreement shall remain in full force and effective until amended by the mutual consent of the parties thereto or terminated by either party upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF LODI

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
BLAIR KING  
City Manager

By \_\_\_\_\_  
WILL KEMPTON  
DIRECTOR

ATTEST:

By \_\_\_\_\_  
RANDI JOHL  
City Clerk

BY \_\_\_\_\_  
DINAH BORTNER  
Deputy District Director  
Maintenance and Operations

APPROVED:

APPROVED AS TO FORM & PROCEDURE

By \_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney

By \_\_\_\_\_  
Attorney  
Department of Transportation

## EXHIBIT "A"

### Delegation of Maintenance

The specific maintenance function indicated below is hereby delegated to CITY. This delegation of maintenance function set forth herein does not include: 1) the control and maintenance areas and functions which rest with CITY under the terms of executed Freeway Agreements and/or Freeway Maintenance Agreements; 2) Signal and Lighting Agreements; or 3) Landscape Maintenance Agreements.

<u>Route No.</u>	<u>Length Miles</u>	<u>Description of Routing</u>	<u>Program Delegated</u>	<u>Maximum Annual Authorized Expenditure</u>
12	2.90	Kettleman Lane (PM 15.05 – 17.946) Victor Road (PM 17-946 – 18.99)	D3	\$11,407.50
(Labor \$56.48/Hr + Equipment \$112.27/Hr x 2.6 Hrs x 26 times/year)				
D3	Removal of litter and debris from roadway surfaces and roadsides by sweeping.			
<b>TOTAL AUTHORIZED ANNUAL EXPENDITURE</b>				<b>\$11,407.50</b>

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
RENEWAL OF MAINTENANCE OF STATE HIGHWAY  
AGREEMENT WITH THE STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR  
FISCAL YEAR 2007/08 (\$11,408), AND FURTHER  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
SUBSEQUENT AGREEMENTS

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the renewal of a revised Maintenance of State Highway Agreement with the State of California Department of Transportation (Caltrans) for Fiscal Year 2007/08 (\$11,408); and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute subsequent agreements.

Dated: September 19, 2007

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I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 19, 2007, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_